



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Eugene District Office
P.O. Box 10226
Eugene, Oregon 97440-2226

IN REPLY REFER TO:
5430A

To: Eugene District Office

Attn: Sue Kragnes, McKenzie Resource Area

PROSPECTUS REQUEST

Please send the Prospectus for the following Eugene District timber sale to be sold on September 27, 2001.

Parcel Number

Sale Name

Mail to:

Requested by: _____



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Eugene District Office
P.O. Box 10226
Eugene, Oregon 97440-2226

IN REPLY REFER TO:
5430A

August 29, 2001

This advertisement includes:

Parcel No. 1 - Sammy Hill
Parcel No. 2 - Little Al
Parcel No. 3 - Cedar Flats
Parcel No. 4 - Fawn Creek

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 2890 CHAD DRIVE, EUGENE, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, September 27, 2001.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about August 29, 2001. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

QUALIFIED SMALL BUSINESS concerns may apply to the Small Business Administration for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the Bureau of Land Management of their intention to apply for such loan.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400, 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

APPRAISED PRICES are determined by transaction evidence appraisal methods unless otherwise noted on individual timber sale notices.

AN ENVIRONMENTAL ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Eugene District Office.

A SPECIAL PROVISION has been added to the contract which requires the Purchaser to give 14 days written notice prior to beginning or resuming operations.

A SPECIAL PROVISION has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: 1) comply with the Endangered Species Act, or; 2) comply with a court order, or; 3) protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Eugene District Record of Decision and Resource Management Plan. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact the District Office at 683-6600.

Attachments:

- Form 5440-9
- Form 1140-4
- Form 1140-6
- Form 5450-17

EUGENE DISTRICT
COAST RANGE RESOURCE AREA

PARCEL NO. 1
SALE DATE: September 27, 2001

Tract No. E-99-126, Sammy Hill
Lane County, Oregon: O&C

Bid Deposit Required: \$47,800.00

All timber designated for cutting on Lots 3, 4, 5, 6, 10, 11, 12, 13 and 14 Section 1, T.16 S., R. 8 W., Will. Mer.

Estimated Volume (MBF) <u>32' Log</u>	Estimated Volume (MBF) <u>16' Log</u>	Species	Estimated Volume (CCF)	Appraised Price Per CCF	Estimated Volume Times Appr. Price
1,700	2,125	Douglas-fir	3,756	\$ 116.00	\$ 435,696.00
<u>458</u>	<u>573</u>	Western hemlock	<u>1,044</u>	\$ 40.00	\$ <u>41,760.00</u>
2,158	2,698		4,800		\$ 477,456.00

APPRAISED PRICES are determined by the analytical appraisal method.

NOTE: This timber sale has been cruised based upon cubic foot measure. The minimum bid figures shown by species are dollars per hundred cubic feet (CCF). The minimum bid increment will be \$0.05 per CCF. Scribner board foot volumes by species are displayed for informational purposes and for the purpose of administration of Section 19 of the contract.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION:

3P CRUISE The coniferous species have been cruised using the 3P system to select sample trees. A portion of the sample trees have been cruised and the volume computed using the **National Cruise Program** for estimating volume in 16-foot lengths and the volume expanded to a total sale volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.8" DBHOB; the average log contains 8 cu. ft.; the total gross volume is approximately 3,935 CCF; and 95% recovery is expected.

CUTTING AREA: One area totaling approximately 98 acres must be partial harvested, approximately 12 acres must be patch cut, and approximately 2 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

A public road; BLM existing roads; BLM roads to be constructed; and roads covered by a Cooperative Right-of-Way and Road Use Agreement E-340 between Willamette Industries, Inc. and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Willamette Industries, Inc. The license agreement shall be delivered to Willamette Industries, Inc. for execution at least 10 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay road use fees of \$1,162.16 and road maintenance/rockwear fees estimated at \$3,936.92 to Willamette Industries, Inc. The Purchaser shall pay BLM a road maintenance fee of \$2,707.45 and a rockwear fee of \$1,655.81. The purchaser shall maintain Road No. 16-7-6 Segment D; Road 16-8-1 Segments A1 and A2; Road 16-8-2.2; and Spur A. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Suggested Rock Source: N/A

Road Nos. 16-8-2.2 EXT., Spur A

Class: SN-14

Length: 19.8 stations/2.55 stations

Surfacing: Natural

Total estimated excavation: 26 hours of tractor time.

Total estimated construction: \$9881.00

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION: Required

Suggested Rock Source: N/A

Road Nos. 16-8-2.2 REN

Class: SN-14

Length: 7.2 stations

Surfacing: Natural

Total estimated excavation: 0 hours of tractor time.

Total estimated renovation cost: \$536.00

Special Requirements in Road Renovation: Operations limited to periods of dry weather.

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 24 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road maintenance, logging methods, prevention of erosion, logging residue reduction, submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Tractor logging of the right-of-way timber will be prohibited during periods of excessive soil moisture.

OTHER SPECIAL REQUIREMENTS:

In the Partial Harvest Area shown on Exhibit A, yarding shall be done with a carriage-equipped skyline system capable of yarding 1200 feet slope distance. Intermediate supports and/or lift trees may be required.

Upon completion of the yarding, 81 yellow painted trees shall be felled and left in the Coarse Woody Debris Creation Area shown on Exhibit A. The purchaser shall tally the trees daily by diameter class and species.

Pressure washing of all yarding, road construction, and subsoiling equipment shall be required.

New Special Provisions regarding contract termination have been added to Section 41 of the contract.

Approximately 635 CCF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing subsoiling, waterbarring, and blocking or contributing \$1,435.20 in lieu thereof. The Purchaser will have the option of performing swamper burning, and slash burning or contributing \$1,793.40 in lieu thereof. The option must be declared prior to contract execution.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through a locked gate and over private roads. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the sale area should first contact Alan Corbin at (541) 683-6792.

From Eugene proceed north on Highway 99 to Highway 36. Travel west on Highway 36 for approximately 23 miles to Country Road 3658. Continue to the end of the pavement and onto Road No. 16-7-6. Follow the timber sale area signs to the sale area.

TIMBER SALE LOCATION MAP

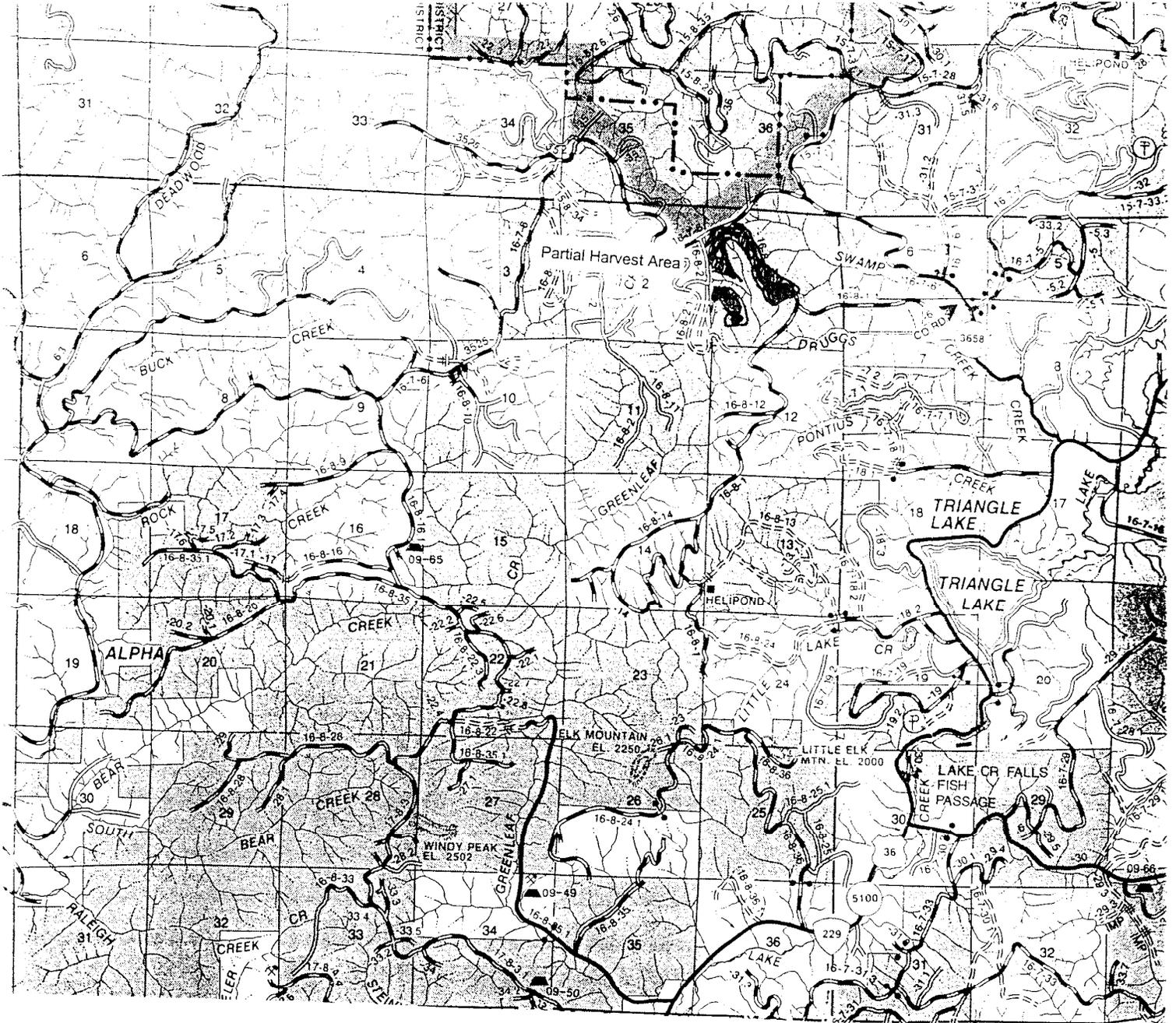
Sammy Hill - Tract E-01-126

TOWNSHIP
16 SOUTH

RANGE
8 WEST

SECTION
1

SCALE 1" = 1 MILE

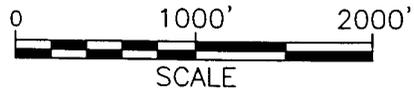
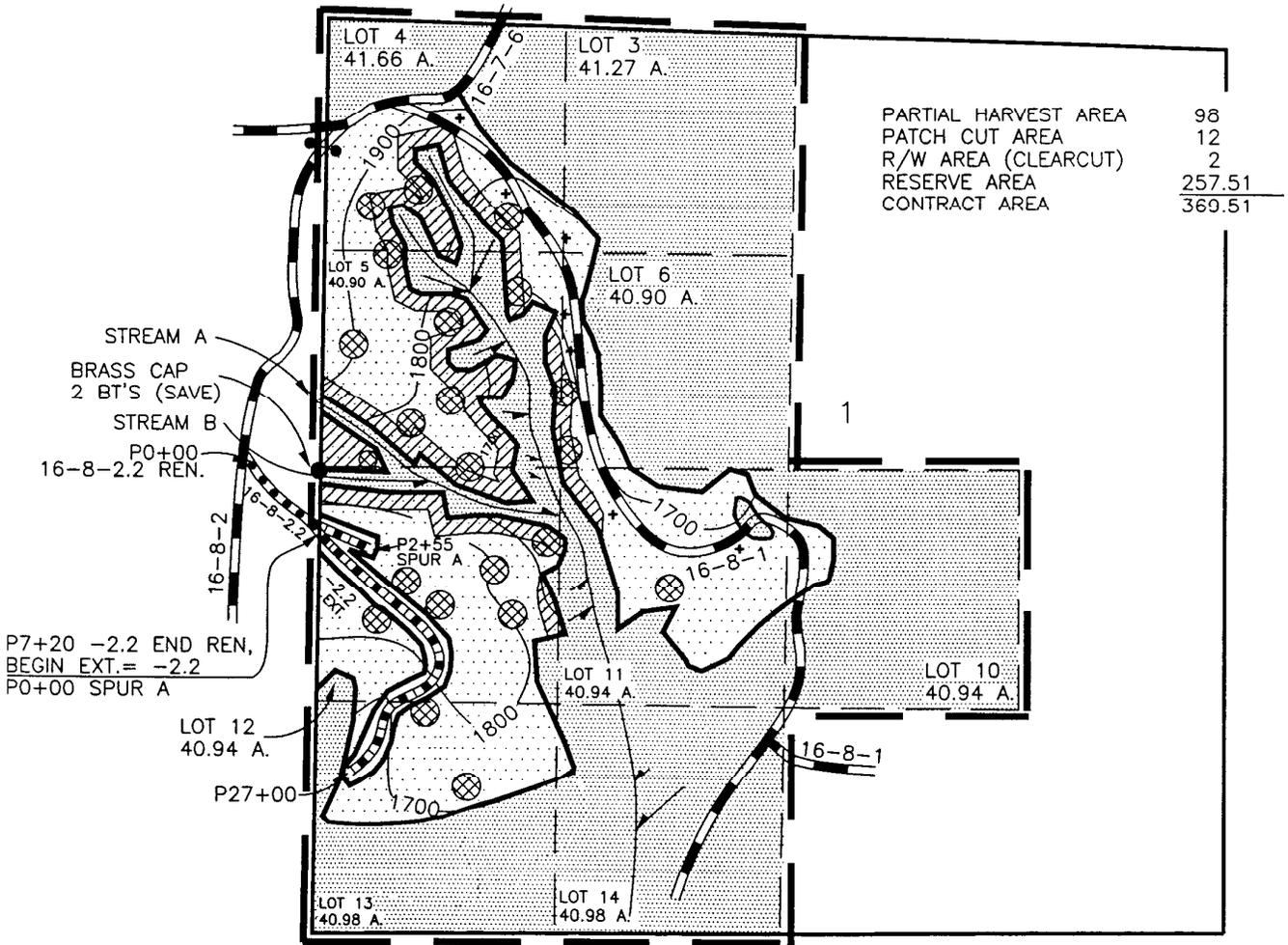


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SALE NAME: SAMMY HILL TIMBER SALE CONTRACT NO.: OR090-TS01-126

T. 16S. , R. 8W. , SEC. 1 , WILL. MER., EUGENE DISTRICT



LEGEND

- | | | | |
|---|-----------------------------------|---|--|
|  | PARTIAL HARVEST AREA |  | BOUNDARY - CONTRACT AREA |
|  | R/W AREA (CLEARCUT) |  | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
|  | PATCH CUT AREA |  | ROAD TO BE CONSTRUCTED |
|  | COARSE WOODY DEBRIS CREATION AREA |  | ROCK SURFACED ROAD |
|  | RESERVE AREA |  | ROAD TO BE IMPROVED |
| | |  | CORNER FOUND |
| | |  | GATE |
| | |  | APPROX. LOCATION OF PLUS TREES |

DATE: 8-22-01

EUGENE DISTRICT
 COAST RANGE RESOURCE AREA

PARCEL NO. 2
 SALE DATE: September 27, 2001

Tract No. E-01-129, Little Al
 Lane and Benton Counties, Oregon: O&C

Bid Deposit Required: \$32,600.00

All timber designated for cutting on the SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, T.15 S., R. 6 W.; SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 8, T.15 S., R. 6 W.; N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 17, T.15 S., R. 6 W.; and the W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 18, T.15 S., R. 6 W. Will. Mer.

Estimated Volume (MBF) <u>32' Log</u>	Estimated Volume (MBF) <u>16' Log</u>	Species	Estimated Volume (CCF)	Appraised Price Per CCF	Estimated Volume Times Appr. Price
1,676	2,095	Douglas-fir	3,758	\$ 86.00	\$ 323,188.00
67	84	Western hemlock	157	\$ 13.00	\$ 2,041.00
2	2	Western red cedar	4	\$ 103.00	\$ 412.00
<u>1</u>	<u>1</u>	Maple	<u>2</u>	\$ 13.00	\$ 26.00
1,746	2,182		3,921		\$ 325,667.00

APPRAISED PRICES are determined by the analytical appraisal method.

NOTE: This timber sale has been cruised based upon cubic foot measure. The minimum bid figures shown by species are dollars per hundred cubic feet (CCF). The minimum bid increment will be \$0.05 per CCF. Scribner board foot volumes by species are displayed for informational purposes and for the purpose of administration of Section 19 of the contract.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION:

This sale was cruised as if it were one unit. For the purposes of the Summary sheet and the Exhibit B, total sale volume per acre was applied proportionally to each individual unit.

3P CRUISE The coniferous species have been cruised using the 3P system to select sample trees. A portion of the sample trees have been cruised and the volume computed using the **National Cruise Program** for estimating volume in 16-foot lengths and the volume expanded to a total sale volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 14.7" DBHOB; the average log contains 10 cu. ft.; the total gross volume is approximately 4,092 CCF; and 96% recovery is expected.

CUTTING AREA: Three areas totaling approximately 117 acres must be partial harvested and approximately 11 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

A public road; BLM existing roads; BLM roads to be constructed; BLM roads to be improved/renovated; and roads covered by a Cooperative Right-of-Way and Road Use Agreement E-121A between Freres Lumber Co., Inc. and the United States and Cooperative Right-of-Way and Road Use Agreement S-601 between Hull-Oakes Lumber Co. and the United States. In the improvement/renovation and use of private roads, the Purchaser shall enter into license agreements with both Freres Lumber Co. Inc., and Hull-Oakes Lumber Co. The license agreements shall be delivered to the respective companies for execution at least 10 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay road maintenance/rockwear fees estimated at \$7,554.64 to Freres Lumber Co. Inc. The Purchaser shall pay rockwear fees estimated at \$733.30 to Hull-Oakes Lumber Co. The Purchaser shall pay BLM a road maintenance fee of \$5,959.78 and a rockwear fee of \$2,757.81. The purchaser shall maintain Hull Spur, Hull Spur B, Spurs A, B, C, F, G, Q, R, and Road Nos. 15-6-7, 15-6-8, 15-6-8.1, 15-6-17.1, and 15-6-17.2. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Suggested Rock Source: N/A

Spurs A, B, C, F, G, Q and R

Class: SN-14

Length: 1.06 miles

Surfacing: Natural

Total estimated construction: \$13,721.75

Special Requirements in Road Construction: Operations limited to periods of dry weather.

Roads to be constructed shall be subsoiled the same season they are built. These roads shall not be used in any subsequent logging season.

ROAD IMPROVEMENT/RENOVATION: Required Suggested Rock Source: N/A

Road Nos. 15-6-7, 15-6-8, 15-6-8.1, 15-6-17.1, 15-6-17.2 and Hull Spur B

Class: SN-14

Length: 2.57 miles

Surfacing: Natural - (Road No. 15-6-17.2 is rocked)

Total estimated improvement/renovation cost: \$19,590.30

Special Requirements in Road Renovation: Operations limited to periods of dry weather.

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road improvement/renovation, road maintenance, logging methods, prevention of erosion, logging residue reduction, submission of a written logging plan specifying spur road locations, logging methods, and logging schedule.

OTHER SPECIAL REQUIREMENTS:

In the Partial Harvest Area shown on Exhibit A, yarding shall be done with a carriage-equipped skyline system capable of yarding 800 feet slope distance. Intermediate supports and/or lift trees may be required.

The purchaser shall take care not to disturb underground lines located in Partial Harvest Area No. 1 as shown on the Exhibit A.

Steep grades on Road Nos. 15-6-8, 15-6-8.1, 15-6-17.2 and spur B may require tractor assistance.

Tractor logging will be prohibited during periods of excessive soil moisture and on slopes over 35%.

Pressure washing of all yarding, road construction, and subsoiling equipment shall be required.

Purchaser will be required to enter into a timber sale with Hull-Oakes Lumber Co. to purchase 3 MBF of timber necessary to improve/renovate Hull Spur B.

New Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.

Approximately 487 CCF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing subsoiling, waterbarring, and blocking or contributing \$5,829.30 in lieu thereof. The Purchaser will have the option of performing slash covering and burning or contributing \$645.84 in lieu thereof. The option must be declared prior to contract execution.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From Eugene take Highway 99W to Ferguson Road, turn west proceed to Grimes Road. Follow Grimes Road (15-6-26) to the 15-7-36 road. Proceed on the 15-7-36 road to the 14-6-34 road, turn west. Follow the timber sale signs from the 14-6-34 road to the sale area.

TIMBER SALE LOCATION MAP

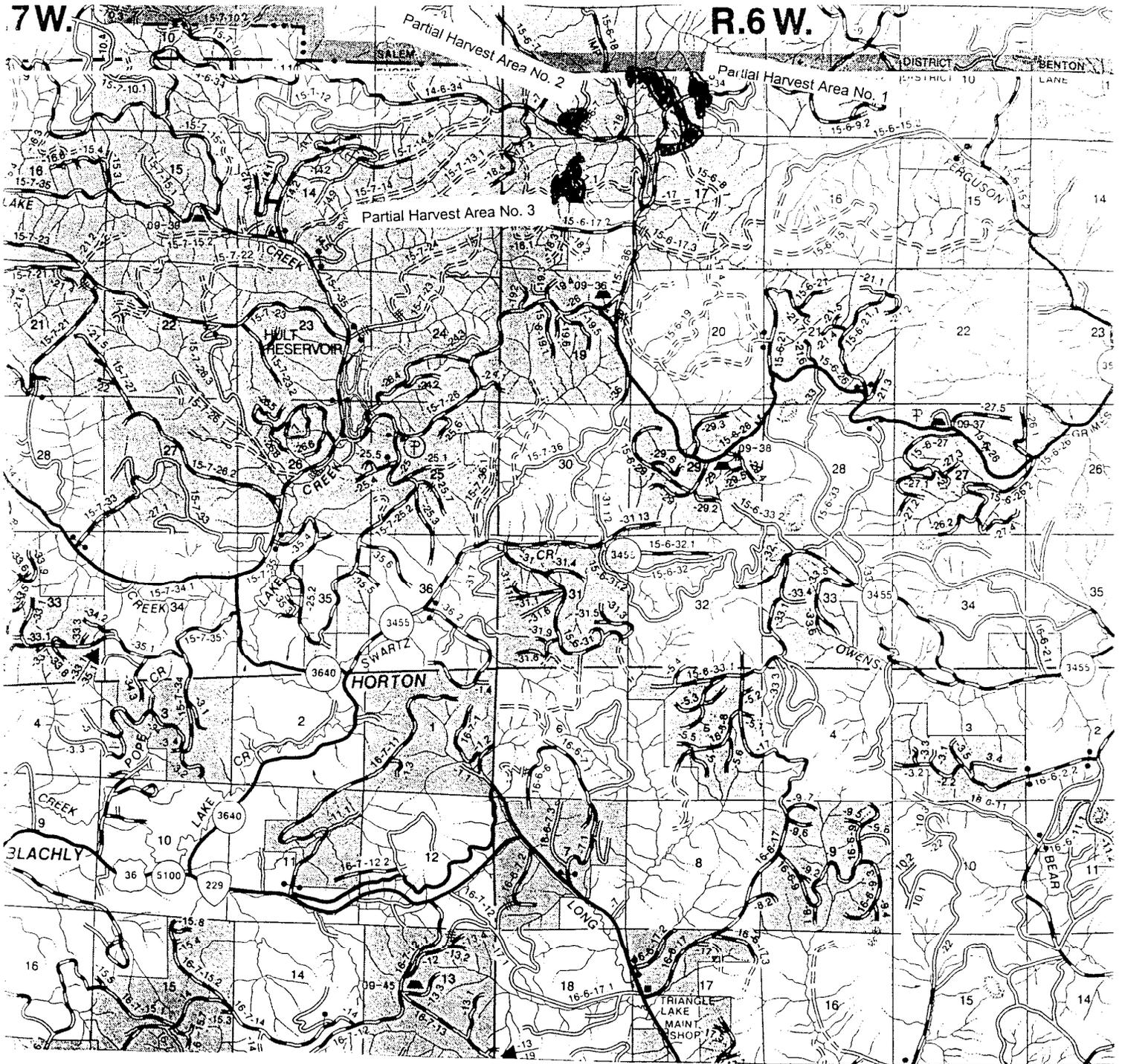
Little Al - Tract E-01-129

TOWNSHIP
15 SOUTH

RANGE
6 WEST

SECTION
7, 8, 17, 18

SCALE 1" = 1 MILE



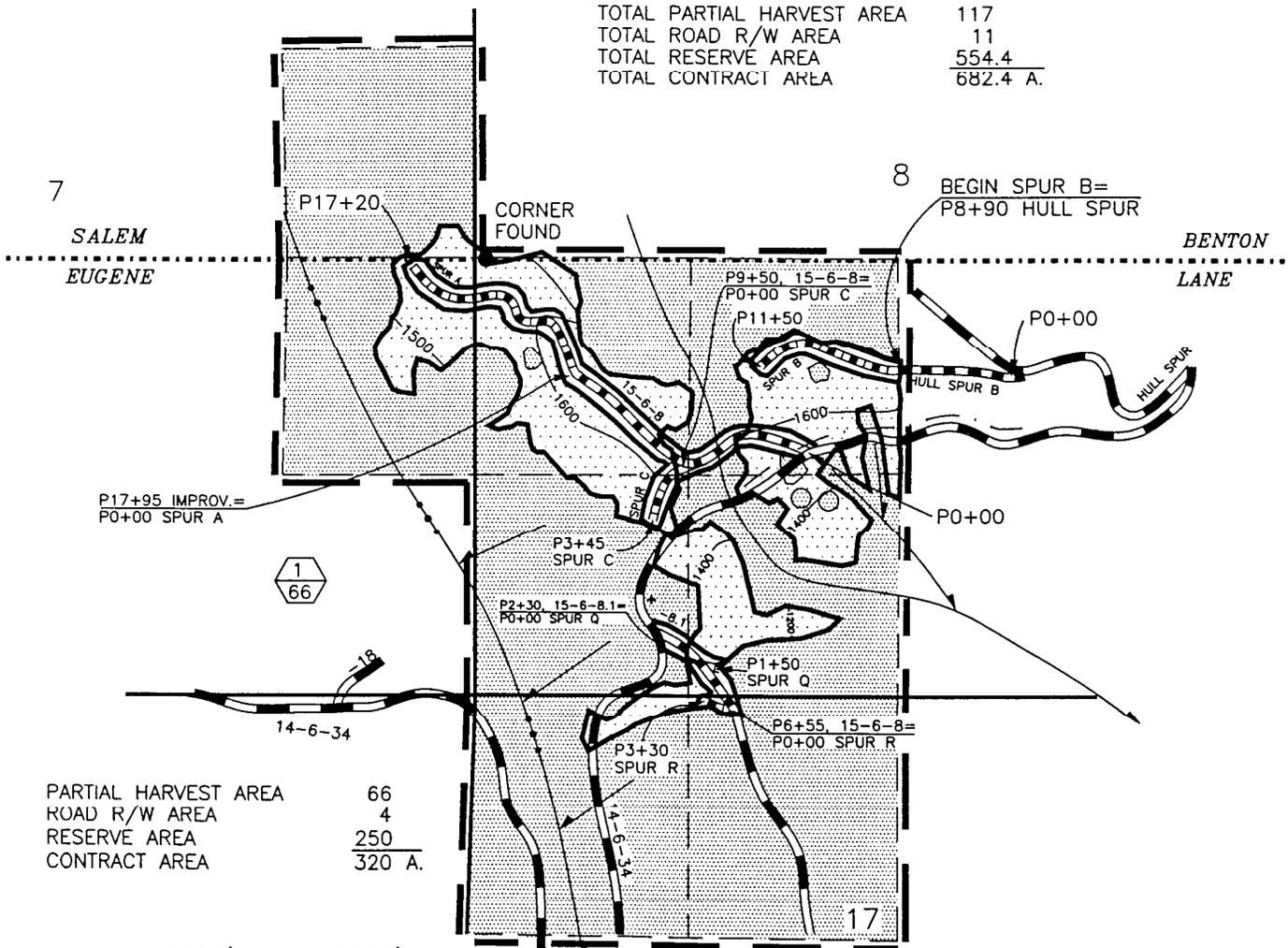
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 1 OF 2

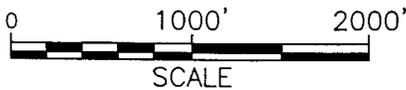
SALE NAME: LITTLE AL TIMBER SALE CONTRACT NO.: OR090-TS01-129

T. 15S. , R. 6W. , SECS. 7,8&17 , WILL. MER., EUGENE DISTRICT

TOTAL PARTIAL HARVEST AREA	117
TOTAL ROAD R/W AREA	11
TOTAL RESERVE AREA	554.4
TOTAL CONTRACT AREA	<u>682.4 A.</u>



PARTIAL HARVEST AREA	66
ROAD R/W AREA	4
RESERVE AREA	250
CONTRACT AREA	<u>320 A.</u>



LEGEND

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|---|---|--|--|
| | R/W AREA | | BOUNDARY - CONTRACT AREA |
| | PARTIAL CUT AREA | | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
| | RESERVE AREA | | ROAD TO BE CONSTRUCTED |
| | PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA | | ROAD TO BE IMPROVED |
| ● | CORNER FOUND | | ROCK SURFACED ROAD |
| + | PLUS TREE TO BE RESERVED | | UNDERGROUND LINES (TELEPHONE) |
| | | | STREAM |
| | | | FISH BEARING STREAM |

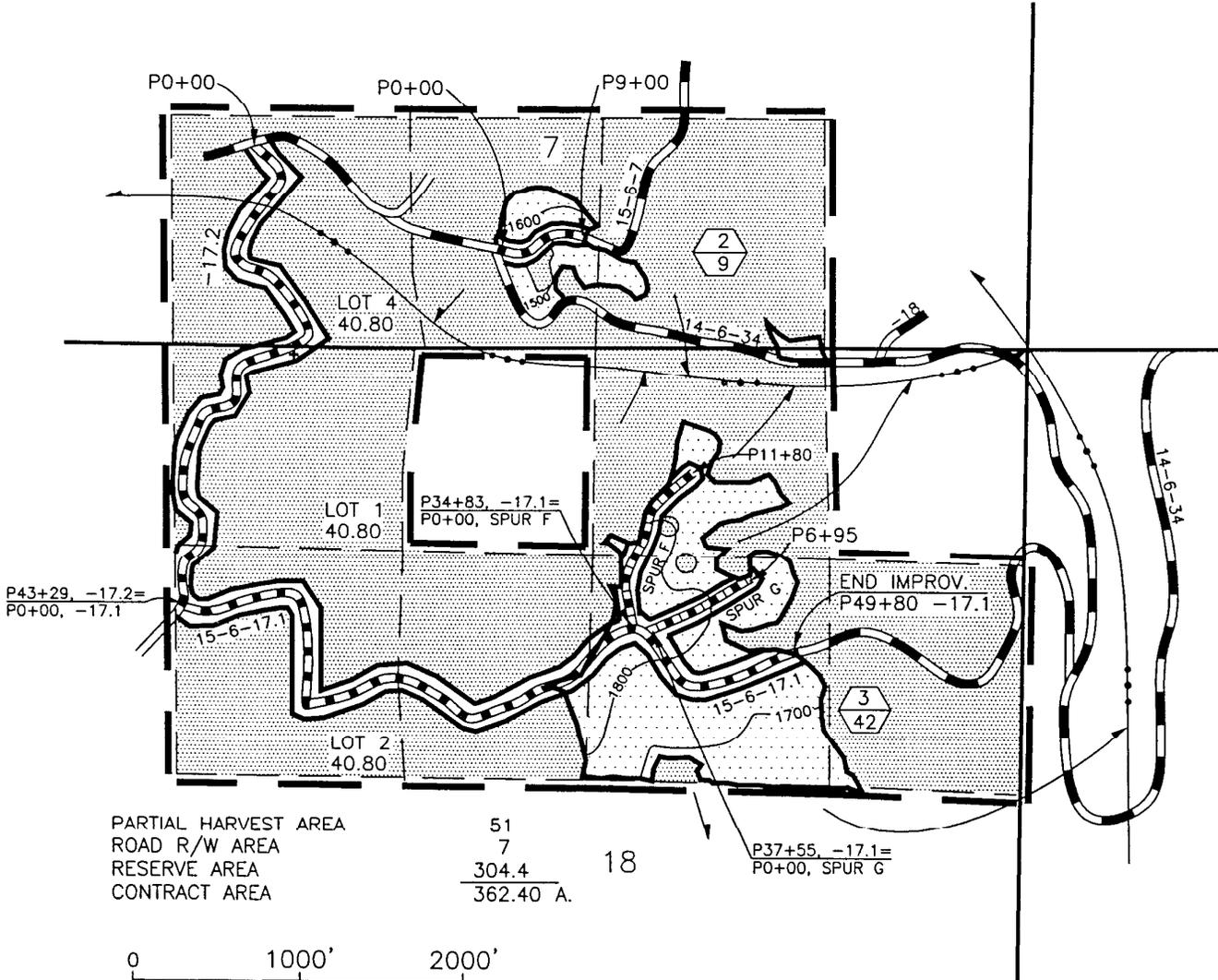
DATE: 8-17-01

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

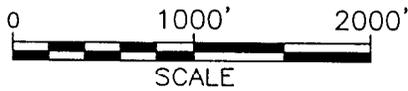
EXHIBIT "A"
SHEET 2 OF 2

SALE NAME: LITTLE AL TIMBER SALE CONTRACT NO.: OR090-TS01-129

T. 15S. , R. 6W. , SEC. 7&18 , WILL. MER., EUGENE DISTRICT



PARTIAL HARVEST AREA	51	
ROAD R/W AREA	7	
RESERVE AREA	304.4	18
CONTRACT AREA	362.40	A.



LEGEND

- | | | | |
|--|---|--|--|
| | R/W AREA | | BOUNDARY - CONTRACT AREA |
| | PARTIAL CUT AREA | | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
| | RESERVE AREA | | ROAD TO BE CONSTRUCTED |
| | PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA | | ROAD TO BE IMPROVED |
| | | | ROCK SURFACED ROAD |
| | | | DIRT SURFACED ROAD |
| | | | CORNER FOUND |
| | | | PLUS TREE TO BE RESERVED |
| | | | STREAM |
| | | | FISH BEARING STREAM |

DATE: 8-20-01

EUGENE DISTRICT
MCKENZIE RESOURCE AREA

PARCEL NO. 3
SALE DATE: SEPTEMBER 27, 2001

Tract No. E-01-237 - Cedar Flats
Lane County, Oregon: O&C

Bid Deposit Required: \$59,600.00

All timber designated for cutting on S½SW¼, Section 31, T. 17 S., R. 1 W.; N½NE¼, NE¼NW¼ Section 1, T. 18 S., R. 2 W. and Lots 4,5,6,7,8,9,12 and 13 and SE¼NE¼ Section 9, T. 18 S., R. 1 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (MBF) 16' Log	Species	Estimated Volume (CCF)	Appraised Price Per CCF	Estimated Volume Times Appr. Price
1,591	2,172	Douglas-fir	3,937	\$116.00	\$ 456,692.00
367	367	Grand fir	662	\$ 63.00	41,706.00
192	240	Western hemlock	435	\$ 63.00	27,405.00
157	15	Incense cedar	28	\$162.00	4,536.00
157	196	Western red cedar	399	\$162.00	64,638.00
4	5	Maple	9	\$ 14.00	126.00
2,249	2,995		5,470		\$ 595,103.00

APPRAISED PRICES are determined by market value.

NOTE: This timber sale has been cruised based upon cubic foot measure. The minimum bid figures shown by species are dollars per hundred cubic feet (CCF). The minimum bid increment will be \$0.05 per CCF. Scribner board foot volumes by species are displayed for informational purposes and for the purpose of administration of Section 19 of the contract.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: All species in Partial Harvest Areas 3-6 and both RW's have been cruised using the 3P system to select sample trees. A portion of the sample trees have been felled, bucked, and scaled and the volume expanded using the **National Cruise Program**. A portion of the sample trees have been cruised and the volume computed using the **National Cruise Program** for estimating volume in 16-foot lengths and the volume expanded. Volume from both methods is then expanded to a total for the above harvest areas. A map showing the location and description of these sample trees is available at the Eugene District Office.

Variable Plot: Sample tree volume for Harvest Area 7 was expanded to a total volume using the **National Cruise Program**. The tree count was determined with a Relaskop using a 20 BAF. This sale area contains a total of 136 plots of which 11 are cruise plots and 125 are tree count plots. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12.6" DBHOB; the average log contains 44 bd. ft./ 8 cu. ft.; the total gross volume is approximately 2,281 MBF/ 4,135 CCF; and 95% recovery is expected; and 0% was determined to be salvage volume.

ECONOMY GRADE RECOVERY: Lumber recovery studies used in determining realization values indicate an approximate recovery of 8.44% economy grade from the total volume of Douglas-fir in this sale. This recovery estimate is based on the assumption that the total Douglas-fir volume is sawn. The estimated Douglas-fir 32' log volume, shown above, has been reduced by 8.44%.

CUTTING AREA: 5 areas totaling approximately 208 acres must be partial harvested and approximately 7 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by a Right-of-Way and Road Use Agreement E-265 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay a road use fee of \$1,296.51 to Weyerhaeuser Company. The Purchaser shall pay road maintenance fees to Weyerhaeuser Company (estimated at \$3,030.15). The Purchaser shall maintain BLM roads and pay rockwear fees of \$3,055.43 to BLM. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required Suggested Rock Source: Eugene-Springfield
Road Nos. 18-1-9.3, 18-1-9.4, 18-1-9.5 and Spur 4A
Class: SN-16
Length: 53.4 stations Spur 4A 1.7 stations
Surfacing: 3" minus on 18-1-9.3, 9.4 & 9.5; 1½" minus on Spur 4A
Width: 12' 12' Culverts
Diameter: 18" Length: 112'
Compacted Depth: 10" 8"
Estimated Quantity: 2,973 cu. yds. 115 c.y.
Total estimated excavation: 21 hours of tractor time and 9 hours of excavator time
Total estimated construction cost: \$85,471.64
Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD IMPROVEMENT: Required Suggested Rock Source: Eugene-Springfield
Road Nos. 18-2-1.1 Spur 5A
Class: SN-16 ASC SN-14 dirt surface
Length: 17.35 stations 19.5 stations
Surfacing: 3" minus natural Culverts
Diameter: 18" Length: 84'
Width: 12'
Compacted Depth: 8"
Estimated Quantity: 1,059 cu. yds.
Total estimated excavation: 16 hours of tractor time and 7 hours excavator time
Total estimated improvement cost: \$25,274.91
Special Requirements in Road Improvement: Operations limited to periods of dry weather. Road improvement shall be completed prior to timber hauling over these roads.

ROAD RENOVATION: Required Suggested Rock Source: Eugene-Springfield
Road Nos. 18-1-9.1, 18-1-15.1 Seg. A & C and 18-2-1
Class: SN-16 ASC
Length: 3.06 miles Culverts
Surfacing: 1½" minus Diameter: 24" Length: 56'
Width: 12' Diameter: 36" Length: 88'
Compacted Depth: varies"
Estimated Quantity: 360 cu. yds.-patch rock and new surfacing over cmps; slope protection rip rap 40 c.y. on Road No. 18-2-1
Total estimated renovation cost: brushing, culvert replacements and rocking \$20,501.38

Special Requirements in Road Renovation: The culvert replacements on Road No. 18-2-1 shall be completed between July 15 and October 15 in the first construction season after contract approval. 300 c.y. of crushed rock will be placed on Road No. 18-2-1 as directed by the Authorized Officer. Rip-rap will be placed at inlet and outlet of the three culverts replacements on Road No. 18-2-1. During culvert installation, a silt fence and/or straw bales will be required to reduce sedimentation downstream. Road No. 18-2-1 will be open to local residents before 7 a.m. and after 5 p.m. Creek crossing will be made passable by 5 p.m. during culvert installation.

This sale qualifies for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 24 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation improvement, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture when soil moisture is greater than 25 percent. This will normally limit tractor logging from July 1 through October 15. Tractor logging of the right-of-way timber will be prohibited during periods of excessive soil moisture.

OTHER SPECIAL REQUIREMENTS:

1. The reserve trees in the Partial Harvest areas have been marked with orange paint above and below stump height to be visible to timber fallers. The Purchaser assumes all responsibility for additional marking should mechanical tree cutting methods be used.
2. No yarding through reserve areas.
3. In the Partial Harvest Areas, the Purchaser shall make cable road changes by completely respooling the cables and restringing the layout to protect reserved trees present.
4. Ground based yarding allowed on slopes of 35% or less as shown on Exhibit A.
5. A cattle fence exists along the south boundary of Partial Harvest Area 5, damage caused by harvesting activities shall be immediately repaired at the purchaser's expense.
6. An orange fence has been placed around a botanical site for protection, located along the north side of Road No. 18-2-1 in T. 17 S., R. 1 W., Sec 31. No falling, decking or tilling is allowed near this fence. See Exhibit G.
7. Piling required at landings.
8. Purchaser will be required to provide 200 cu. yds. of maintenance rock.
9. Upon completion of the sale, decommission/till Road No. 17-1-31, a portion of Road No. 18-2-1, Spur 5a and Road No. 18-1-9.2. Block Road Nos. 18-1-9.2, 18-2-1, Spur 5a and the powerline trail.
10. Dust abatement is required on Road No. 18-2-1 between mile posts 0.00 and 1.7.

New Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.

Approximately 443 CCF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing slash pullback and landing pile covering and burning or contributing \$2,041.74 in lieu thereof. The option must be declared prior to contract execution. The Purchaser will not have the option of contributing in lieu of performing the tillage and decommissioning requirements of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: *Access to Harvest Areas 3-6 on 79th Street in Springfield is through a gate that may be locked. Obtain a key from the BLM office. Access to Harvest Area 7 is over private roads. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Jill Williams at 683-6164.*

From Springfield, Oregon proceed east on Hwy 126 approximately 6 miles. Turn right on 79TH Street (Road No. 18-2-1). Proceed approximately 1 mile on BLM Road No. 18-2-1 to Partial Harvest Areas 3-6. Follow the signs to the sale area.

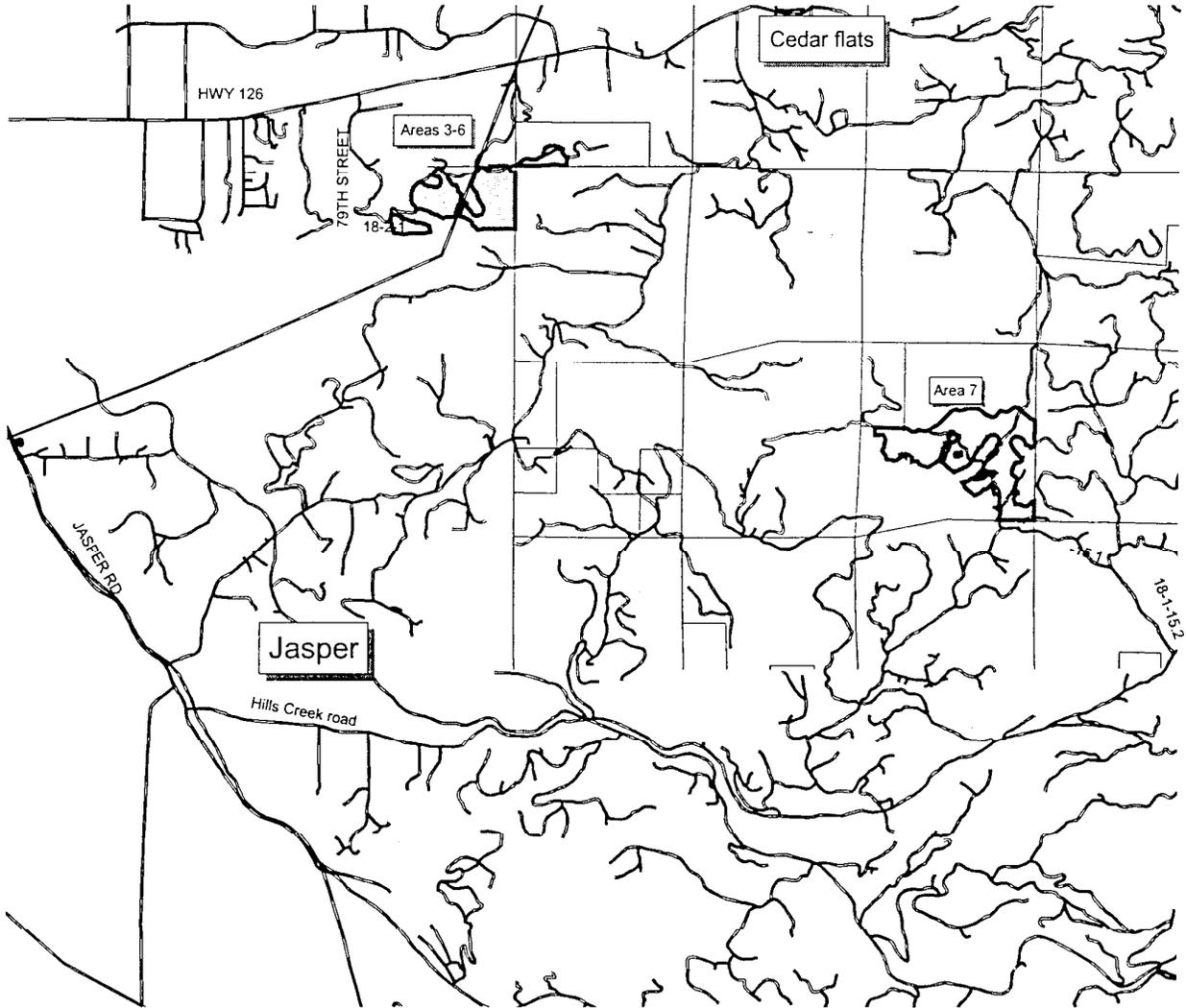
From Jasper, Oregon proceed east on County Road 6222 approximately 0.1 mile. Turn left on Hills Creek Road and proceed approximately 5.5 miles to the gate. Follow the rocky road and turn left at the Road 18-1-15.2. Proceed approximately 0.5 mile and turn left at the BLM Road 18-1-15.1. Proceed approximately 0.5 mile and turn right at the BLM Road 18-1-15.1 to Partial Harvest Area 7. Follow signs to the sale area. An alternate route to Partial Harvest Area 7: Turn left on Hills Creek Road proceed approximately 3.5 miles; turn left on the 200 line. Proceed through gate approximately 2 miles; turn left on Road 18-1-15.1 to Partial Harvest Area 7. Follow signs to the sale area.

Note: Lane County Public Works will have the Hills Creek County Road blocked at mile post 5.3 during the week of August 27-31 while they replace a culvert.

TIMBER SALE LOCATION MAP

CEDAR FLATS - TRACT NO. E-01-237

T.18S., R.02W., Sec.1
T.18S., R.01W., Sec.9
T.17S., R.01W., Sec.31



-  Existing roads
-  Harvest area
-  BLM Ownership



SCALE 1" = 1 MILE

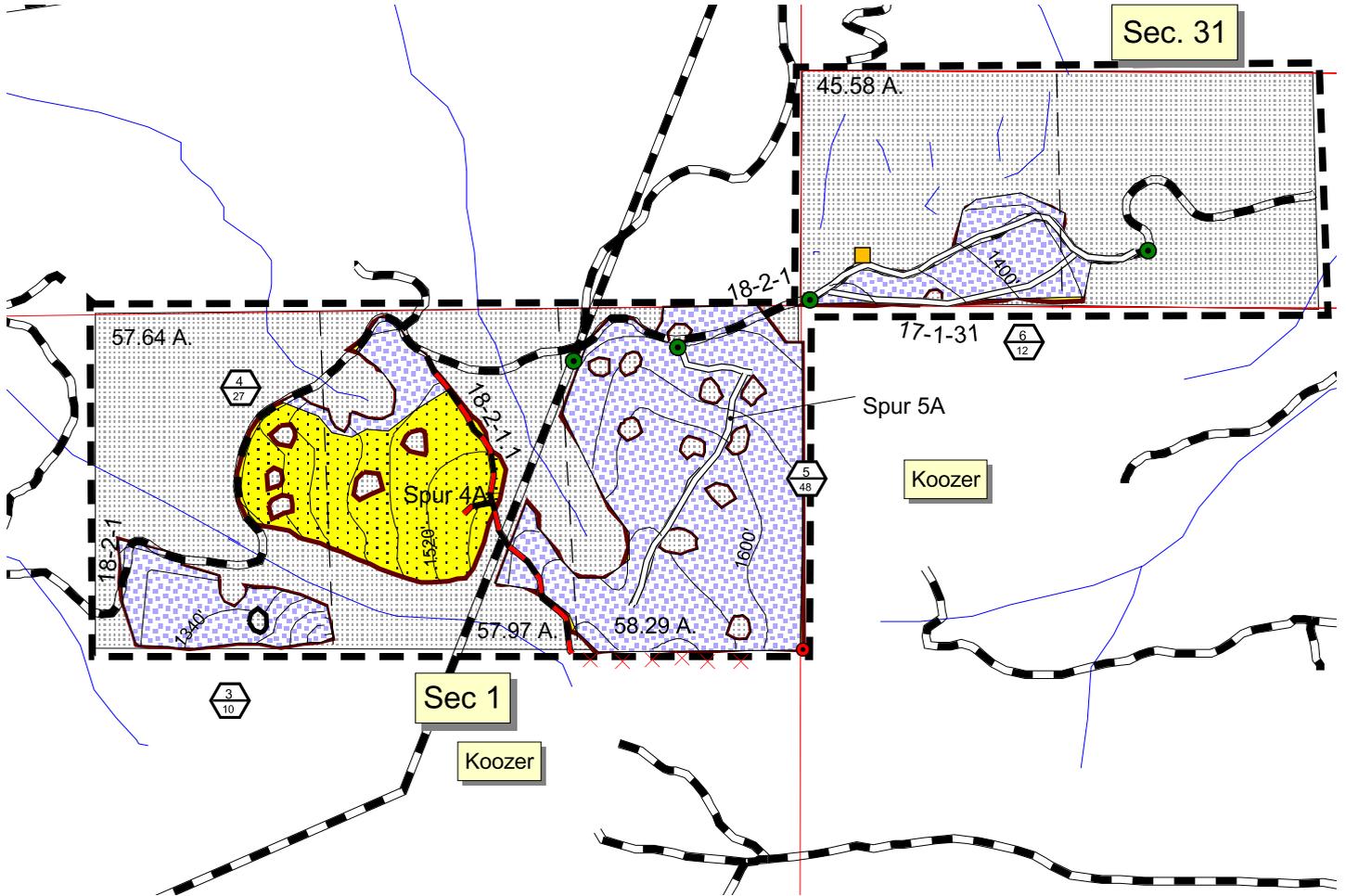


UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 1 OF 2

SALE NAME: CEDAR FLATS TIMBER SALE CONTRACT NO.: OR090-TS01-237

T. 17S., R. 1W., SEC. 31, WILL. MER., EUGENE DISTRICT
T. 18S., R. 2W., SEC. 1



PARTIAL HARVEST AREA	97
R/W AREA	3
RESERVE AREA	159.48
CONTRACT AREA	259.48


 PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA

GRAND TOTAL SECS.	
TOTAL PARTIAL HARVEST AREA	- 208
TOTAL R/W AREA	- 7
TOTAL RESERVE AREA	- 416.92
TOTAL CONTRACT AREA	- 631.92

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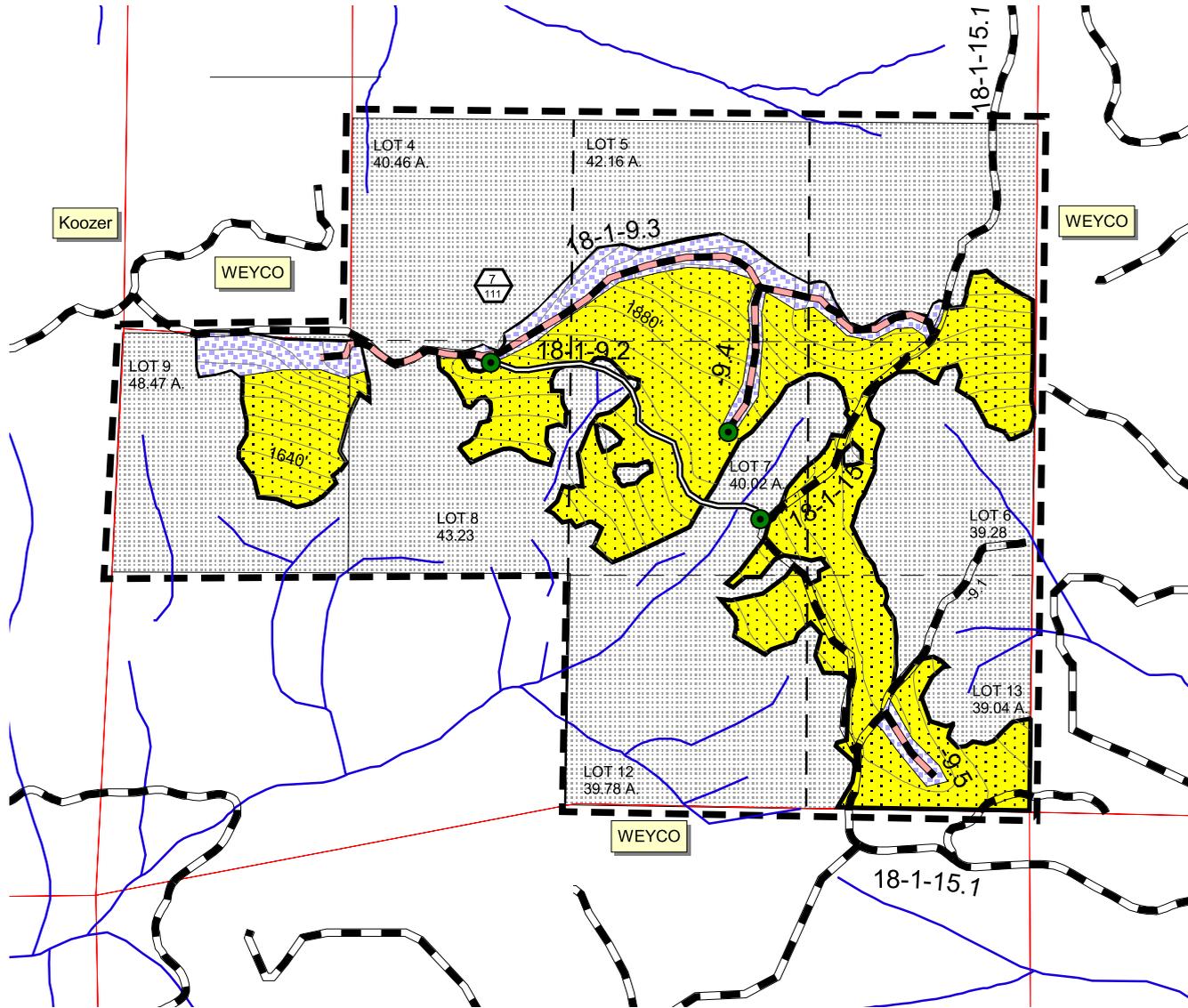
map scale 1"=1000'



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 2 OF 2

SALE NAME: CEDAR FLATS TIMBER SALE CONTRACT NO.: OR090-TS01-237
T. 18S., R. 1W., SEC. 9, WILL. MER., EUGENE DISTRICT



PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA

-  Block here
-  Rocked Road to be constructed
-  Natural Surface Road
-  Rock surfaced road
-  Streams
-  Groundbase
-  20' contour intervals

PARTIAL HARVEST AREA 111
R/W AREA 4
RESERVE AREA 257.44
CONTRACT AREA 372.44

-  Harvest Area - boundary - cutting area (blazed, painted & posted)
-  Boundary - contract area
-  Section lines
-  Reserve Area

1000 0 1000 Feet

map scale 1"=1000'



EUGENE DISTRICT
 SOUTH VALLEY RESOURCE AREA

PARCEL NO. 4
 SALE DATE: September 27, 2001

Tract No. E-99-382, **FAWN CREEK**
 Lane County, Oregon: O&C

Bid Deposit Required: \$62,100.00

All timber designated for cutting on the E½, E½ SW ¼, Section 17, T. 20 S., R. 5 W., Will. Mer.

Estimated Volume (MBF) <u>32' Log</u>	Estimated Volume (MBF) <u>16' Log</u>	Species	Estimated Volume (CCF) <u>Volume (CCF)</u>	Appraised Price Per CCF <u>Per CCF</u>	Estimated Volume Times Appr. Price <u>Appr. Price</u>
1,912	2,390	Douglas-fir	4,293	\$144.00	\$618,192.00
<u>12</u>	<u>15</u>	Western hemlock	<u>26</u>	\$ 77.00	<u>2,002.00</u>
1,924	2,405		4,319		\$620,194.00

APPRAISED PRICES are determined by the analytical appraisal method.

NOTE: This timber sale has been cruised based upon cubic foot measure. The minimum bid figures shown by species are dollars per hundred cubic feet (CCF). The minimum bid increment will be \$0.05 per CCF. Scribner board foot volumes by species are displayed for informational purposes and for the purpose of administration of Section 19 of the contract.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: The right-of-way volumes have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Program** for estimating volume in 16-foot lengths and the volume expanded to a total sale volume. Volume from both methods is then expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office. Volume for all species in the Partial Harvest Area is derived from form class tables in 2 inch diameter classes for estimating board foot volume of trees in 16-foot logs. Sample tree volume is expanded to a total sale volume using the **National Cruise Program**. The tree count was determined with a Relaskop using a 20 BAF. This sale contains a total of 157 plots of which 15 are cruise plots and 142 are tree count plots. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12.6" DBHOB; the average log contains 7 cu. ft.; the total gross volume is approximately 4,494 CCF; and 95% recovery is expected.

CUTTING AREA: One area totaling approximately 137 acres must be partial harvested and approximately 10 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed; and
4. Access Road Easement RE-E-445 and Access Road Easement RE-E-446. Maintenance of the road will be accomplished by the timber Purchaser. There are certain terms and conditions of use required by the easement, a copy of which is available for inspection at the office of the District Manager, Bureau of Land Management, Eugene, Oregon.

ROAD MAINTENANCE: See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Road Nos. Spurs C, D

Class: SN-14

Length: 32.15 stations

Surfacing: Natural

Total estimated excavation: 34 hours of tractor time.

Total estimated construction cost: \$7,852.08

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION: Required

Suggested Rock Source: Cottage Grove area

Road No. 20-5-20.1, Spur H

Class: SN-14

Length: 88.82 stations

Surfacing: 1-1/2" minus – 4.8 stations surfaced

Width: 12"

Compacted Depth: 6"

Estimated Quantity: 179 cu. yds.

Total estimated excavation: 18 hours of tractor time.

Total estimated renovation cost: \$7,629.97

Special Requirements in Road Renovation: Operations limited to periods of dry weather.

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September. Tractor logging of the right-of-way timber will be prohibited during periods of excessive soil moisture.

OTHER SPECIAL REQUIREMENTS:

In the Partial Harvest Area, except where specified below, yarding shall be done with a carriage equipped skyline capable of yarding 1000 feet slope distance. Lift trees and/or intermediate supports may be necessary.

Where slopes are less than 35%, the Purchaser may yard using ground-based equipment operated entirely on designated skid roads.

No falling or yarding operations may take place between March 1-July 7 of each year because of the critical nesting period for the northern spotted owl.

Within 3 months of completion of hauling, approximately 1,370 trees of at least 12" dbh shall be cut and left on site. Purchaser shall keep a tally of the trees as they are felled.

Spur H, approximately 700 feet of Spur C, and approximately 1,190 feet of Road No. 20-5-20.1 shall be decommissioned in the same year of construction/renovation and use.

There are requirements for blocking, waterbarring, or subsoiling roads or skid roads between logging seasons and at completion of hauling.

During hauling, the Purchaser will be required to supply 2 flag persons where Road No. 20-5-20.1 enters County Road 4393. The Purchaser shall obtain a free permit from Lane County for this activity.

New Special Provisions have been added to Section 41 of the contract: 1) regarding contract suspension/modification/ termination and 2) requiring the purchaser to give 14 days notice prior to beginning or resuming operations.

Approximately 349 CCF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing subsoiling and blocking or contributing \$2,870.40 in lieu thereof. The option must be declared prior to contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: ***Access to the sale is through a locked gate. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Alan Corbin at 683-6792.***

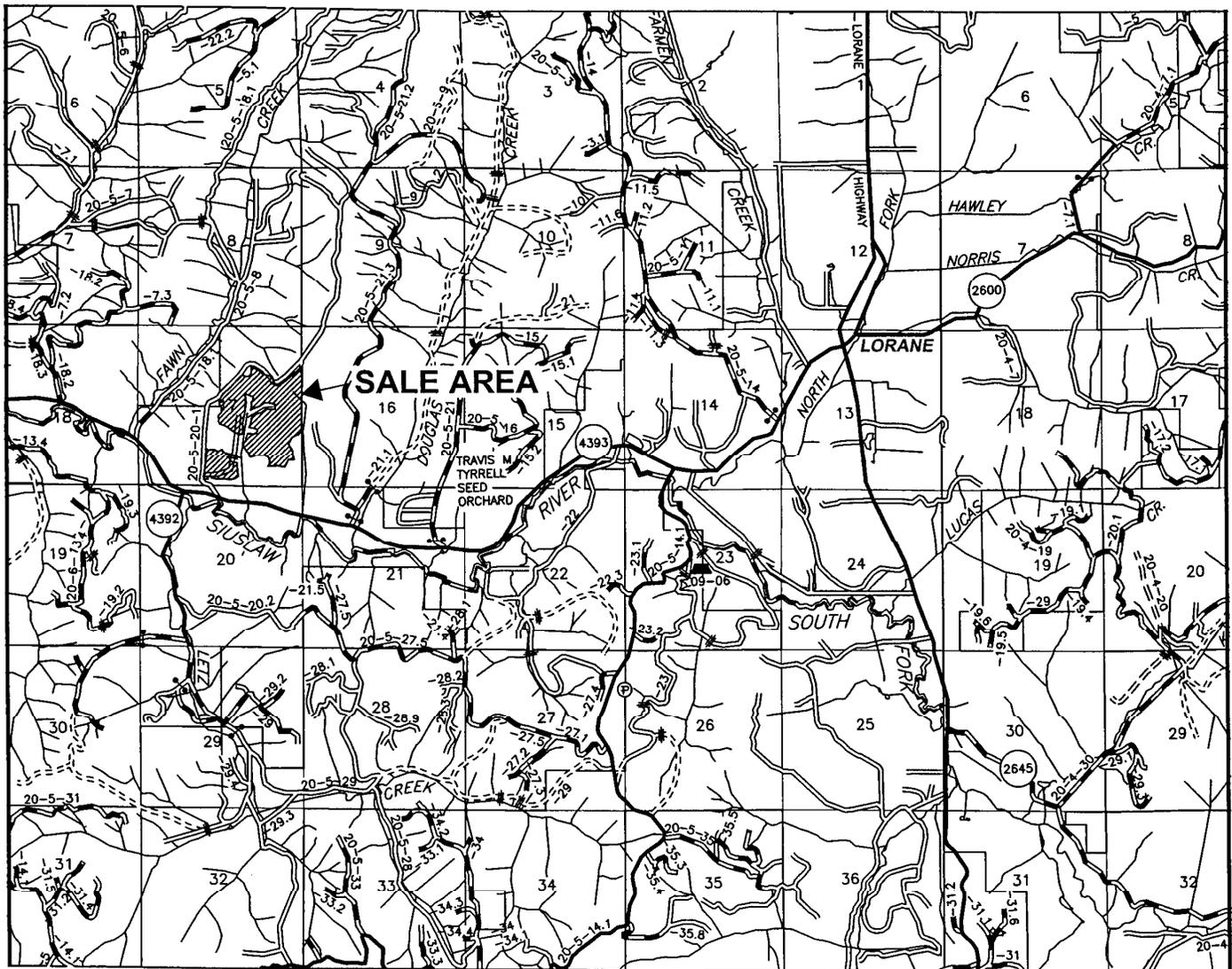
From Lorane, proceed west on Siuslaw River Road (County Road No. 4393) for approximately 5 miles to Road No. 20-5-20.1. Follow the signs to the timber sale area.

TIMBER SALE LOCATION MAP

Fawn Creek

TOWNSHIP 20 S. RANGE 5 W. SECTION 17

SCALE 1" = 1 MILE

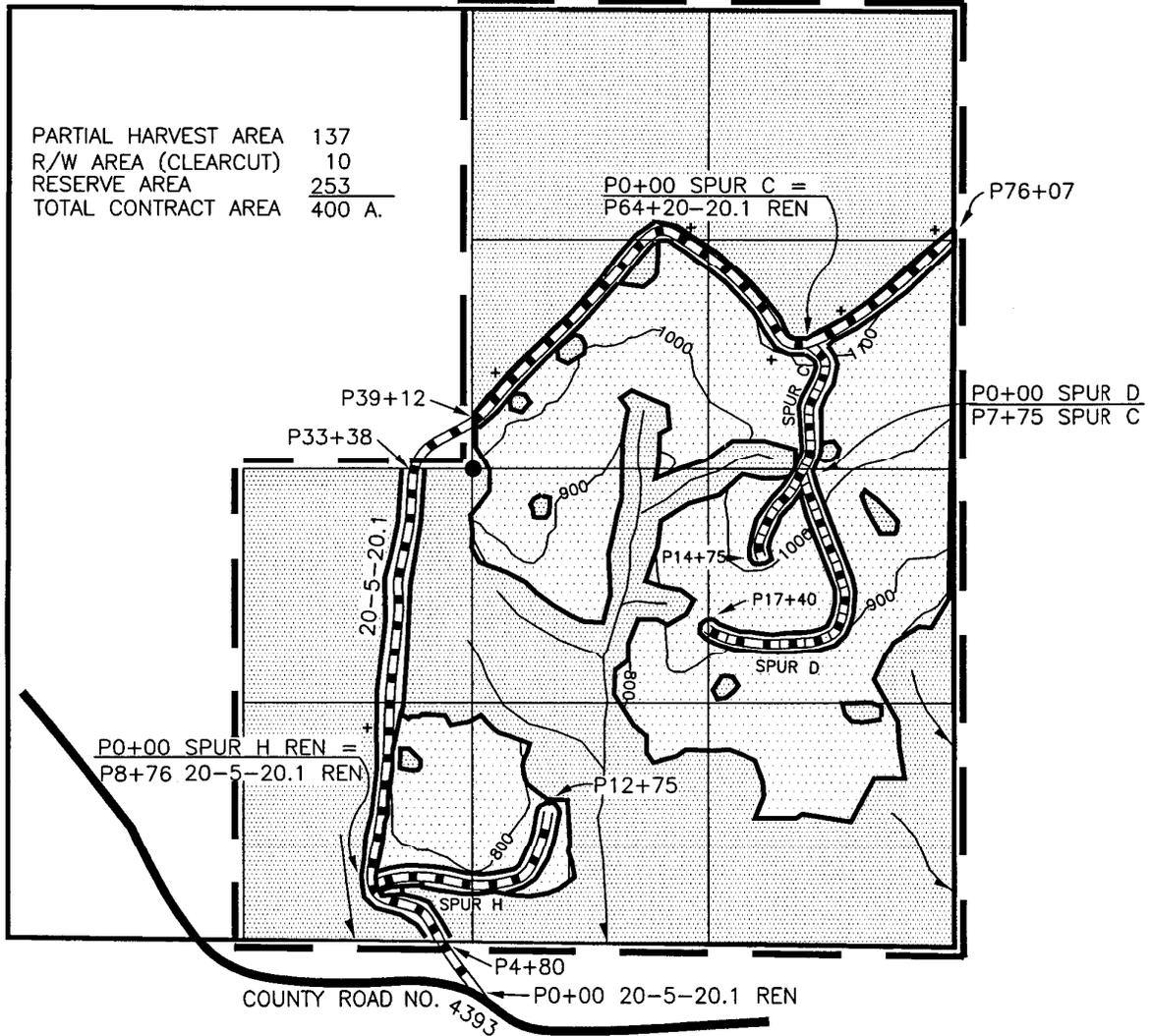


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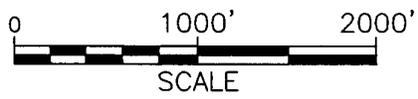
EXHIBIT "A"
SHEET 1 OF 1

SALE NAME: FAWN CREEK TIMBER SALE CONTRACT NO.: OR090-TS01-326

T. 20S , R. 5W , SEC. 17 , WILL. MER., EUGENE DISTRICT



PARTIAL HARVEST AREA 137
R/W AREA (CLEARCUT) 10
RESERVE AREA 253
TOTAL CONTRACT AREA 400 A.



LEGEND

- ROAD RIGHT-OF-WAY (CLEARCUT)
- PARTIAL HARVEST AREA
- RESERVE AREA
- APPROXIMATE LOCATION OF SUPERIOR TREE (6)

- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- ROAD TO BE CONSTRUCTED
- ROAD TO BE RENOVATED
- PAVED ROAD
- CORNER FOUND
- STREAM

DATE: 8/20/01

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other
identification

E-

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid date September 27, 2001

Bidder or offeror (name)

Address (include zip code)

Specify government-owned property bid on (item)

Timber Sale of approximately CCF

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (type or print)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

A. Include with sealed bids, written quotations and written offers.

B. At auction, at close of bidding and before award of spot bid sale.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

Location of facility where Federal Timber is expected to be processed.

INSTRUCTIONS
Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1, I We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes No (If "Yes", give date of last export sale.)

a. Export (date) _____

(2) Provide names of affiliates * who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate _____ Export date _____

b. Affiliate _____ Export date _____

c. Affiliate _____ Export date _____

* See 43 CFR 5424.0-5

Name of Firm _____

Signature of Signing Officer _____

Title _____

Date _____

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** — Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** — Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** — Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** — All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.
*hundred cubic feet

(b) **Timber Scale Sales** — Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** — Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. **PERFORMANCE BOND** —

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** — If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** — For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** — Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** — If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** — A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timer or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr., 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-873), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget Paperwork Reduction Project (1004-0013), Washington, D.C. 20503.

16. **EQUAL OPPORTUNITY CLAUSE** — This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber." Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** — Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.